

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 7				
2. Amendment/Modification No. 01		3. Effective Date 2004OCT13		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)			
6. Issued By TACOM WARREN AMSTA-AQ-ADBx LYNDA KIELAN (586)574-6712 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KIELANL@TACOM.ARMY.MIL				Code W56HZV		7. Administered By (If other than Item 6) DCMA SAN ANTONIO 615 EAST HOUSTON STREET P.O. BOX 1040 SAN ANTONIO TX 78294-1040 SCD C PAS NONE ADP PT HQ0339		Code S4404A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) KALMAR RT CENTER LLC 103 GUADALUPE DRIVE CIBOLO, TX. 78108-1028 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.			
				<input type="checkbox"/>		9B. Dated (See Item 11)			
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.			
				<input type="checkbox"/>		SP0750-01-D-9705/BR1U			
Code INWY2				Facility Code		10B. Dated (See Item 13)		2004JUN10	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.									
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$2,560.00									
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.									
KIND MOD CODE: G									
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In									
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).									
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Consent of Parties									
<input type="checkbox"/> D. Other (Specify type of modification and authority)									
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.									
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION									
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JAMES E. NELSON NELSONJ@TACOM.ARMY.MIL (586)574-5258					
15B. Contractor/Offeror (Signature of person authorized to sign)				15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004OCT13	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

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Name of Offeror or Contractor: KALMAR RT CENTER LLC			

SECTION A - SUPPLEMENTAL INFORMATION
Modification 01

1. The purpose of this Modification 01 to Delivery Order BR1U is to increase the Unit Price under CLIN 0003AA by \$640.00 each to cover the cost of Amended Packaging Requirements. The Unit Price is changed to read:

List Price:	\$6,769.36
30% DLA Discount:	(\$2,030.81)
Core Value:	\$ 588.00
Increase Special Packaging:	\$ 640.00
List Price W/Core & Pkg:	\$5,966.55

2. Packaging Amended to be as follows:

Military Preservation/packing Level Mil/A
Preservation: Preserve, Package, and pack in accordance with contractor's packaging design that shall conform or be equivalent to the preservation requirements of MIL-STD-2073-1D, Appendix J, Table J.I, Method 30 (Water Proof Protection). Packing shall conform or be equivalent to packing IAW Table CII for the packing level specified. Closure sealing and reinforcement shall be IAW applicable specification for the shipping container. Design validation shall be in accordance with MIL-STD-2073-1D paragraph 5.6. Contractor is required to provide the TACOM packaging office with the proposed unit pack weight (lbs.), unit pack cube (cubic feet), unit pack size (length x width x depth inches). Email to: packaging@tacom.army.mil.

3. Extend delivery schedule under CLIN 0003AA FROM: 24 Aug 04 TO: 15 Oct 04

4. The total Amount of the Delivery Order is changed FROM: \$42,278.73 TO: \$44,838.73

5. All other terms and conditions remain the same.

*** END OF NARRATIVE A 002 ***

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Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 3040-01-480-5352 FSCM: 1NWX2 PART NR: A35449.0100 SECURITY CLASS: Unclassified List Price: \$6,769.36 30% DLA Discount: (\$2,030.81) Core Value: \$ 588.00 Special Pkg Requirements: \$640.00 List Price w/Core: \$5,966.55 (End of narrative A001)				
0003AA	<u>PRODUCTION QUANTITY</u> NOUN: CYLINDER ASSEMBLY,A PRON: EH44S234EH PRON AMD: 02 ACRN: AA AMS CD: 060011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SPECIAL PACKAGING REQUIREMENTS UNIT PACK: 1 INTERMEDIATE PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: A (Deleted narrative D001) SEE SPECIAL PACKAGING REQUIREMENTS (End of narrative D002) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4159G213 SW3227 J 1 <u>PROJ CD BRK BLK PT</u> 9GF <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 15-OCT-2004 FOB POINT: Destination	4	EA	\$ 5,966.55000	\$ 23,866.20

Name of Offeror or Contractor: KALMAR RT CENTER LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> SP0750-01-D-9705/BR1U				

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
0003AA	EH44S234EH 060011	AA	2	\$ 21,306.20	\$ 2,560.00	\$ 23,866.20
				NET CHANGE	\$ 2,560.00	

SERVICE	NET CHANGE					ACCOUNTING	INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION				STATION	AMOUNT
Army	AA	97	X4930AC9D	6D	26KB S20113	W56HZV	\$ 2,560.00
NET CHANGE							\$ 2,560.00

<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD: \$ 42,278.73	\$ 2,560.00	\$ 44,838.73

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SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED	52.211-4514 (TACOM)	PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)	MAR/2004

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign

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manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(f) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(g) SUPPLEMENTAL INSTRUCTIONS: Preserve, Package, and Pack in accordance with Contractor's packaging design that shall conform or be equivalent to the preservation requirements of MIL-STD-2073-1D, Appendix J, Table J.I, Method 30 (Water Proof protection). Packing applicable specification for the shipping container. Design validation shall be in accordance with MIL-STD-2073-1D paragraph 5.6. Contractor is required to provide the TACOM packaging office with the proposed unit pack weight (lbs), unit pack cube (cubic feet), unit pack size (length x widht x depth inches). Email to: packaging@tacom.army.mil.

[End of Clause]